

## SUMMONS

AUG 14 2017

Attorney(s) Charles M. Hammer, Esq.Office Address Two Executive Drive, Suite 725Town, State, Zip Code Fort Lee, NJ 07024Telephone Number 201-461-2327

Attorney(s) for Plaintiff \_\_\_\_\_

Samir Said, \_\_\_\_\_

\_\_\_\_\_  
Plaintiff(s)

vs.

AXA Equitable Life Insurance Company  
\_\_\_\_\_\_\_\_\_\_  
Defendant(s)Superior Court Referred to  
**New Jersey**Bergen ☒ CountyLaw DivisionDocket No: BER-L-4294-17**CIVIL ACTION  
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.njcourts.gov/forms/10153\\_deptyclerklawref.pdf](http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.njcourts.gov/forms/10153\\_deptyclerklawref.pdf](http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf).

151 Michelle Smith  
Clerk of the Superior Court

DATED: 07/13/2017Name of Defendant to Be Served: AXA Equitable Life Insurance CompanyAddress of Defendant to Be Served: 1290 Avenue of the Americas, New York, NY 10104

CHARLES M. HAMMER, ESQ. ID#003681979  
TWO EXECUTIVE DRIVE, SUITE 725  
FORT LEE, NEW JERSEY 07024  
(201) 461-2327

FILED

JUN 19 2017

SAMIR SAID,

Plaintiff(s),

vs.

AXA EQUITABLE LIFE INSURANCE  
COMPANY,

Defendant(s).

*Laura G. Sullivan*  
SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: BERGEN COUNTY  
DOCKET NO.: 4294-17

Civil Action

COMPLAINT AND JURY DEMAND

FIRST COUNT

Plaintiff, residing in Fairview, New Jersey, by and for his Complaint against the defendant, respectfully shows this Court as follows:

1. Plaintiff, Samir Said, is an individual residing in Fairview, New Jersey.
2. Upon information and belief, defendant, AXA Equitable Life Insurance Company, is an insurance company authorized to do business in the State of New Jersey and/or is actually doing business in the State of New Jersey.
3. In or about July, 1989, Plaintiff purchased from Defendant a disability policy of insurance.
4. Defendant has breached the agreement in that, amongst other things, Defendant has wrongfully cancelled the policy and has refused to make any further payments under the policy.
5. Defendant last paid Plaintiff \$2,000.00 for the month of March, 2017.
6. Defendant has failed and refused to provide any proofs of the alleged breach.
7. The actions of Defendant as aforesaid constitute a breach of contract.
8. Plaintiff has demanded that Defendant reinstate the policy.
9. Defendant has refused to reinstate the policy.
10. The aforesaid actions of Defendant were intentional, willful and wanton in nature; were made in bad faith; violated the covenants of fair dealing; and were made in disregard of the interests of Plaintiff.

RECEIVED  
2017 JUN 22 AM 11:12  
CIVIL DIVISION  
CASE PROCESSING

FINANCIAL DIVISION  
BERGEN COUNTY  
2017 JUN 29 AM 11:11

11. Accordingly, Plaintiff is damaged in the sum of \$2,000.00 per month from April 1, 2017 to present and ongoing, with interest.

**WHEREFORE**, plaintiff, Samir Said, demands judgment on the First Count against defendant, AXA Equitable Life Insurance Company, for actual and punitive damages, together with interest and cost of suit.

### **SECOND COUNT**

1. Plaintiff repeats each and every allegation of the First Count of the Complaint as if set forth herein verbatim.

2. As a result of the actions of Defendant, the implied covenant of good faith and fair dealings between Plaintiff and Defendant has been breached and violated.

3. As a result of such actions of Defendant, Plaintiff has been damaged in an amount not presently known but believed to be in excess of one million (\$1,000,000.00) dollars.

**WHEREFORE**, plaintiff, Samir Said demands judgment on the Second Count against defendant, AXA Equitable Life Insurance Company, in a sum not presently known, but believed to be in excess of one million (\$1,000,000.00), and punitive damages, together with interest, cost of suit and counsel fees.

### **THIRD COUNT**

1. Plaintiff repeats each and every allegation of the First and Second Counts of the Complaint as if set forth herein verbatim.

2. The actions of Defendant as aforesaid constitute an unconscionable commercial practice in violation of the New Jersey Consumer Fraud Act.

3. As a result of the actions as aforesaid of Defendant in violation of the Consumer Fraud Act, Plaintiff has been damaged and is entitled to compensatory damages, treble damages and reasonable attorney's fees.

**WHEREFORE**, Plaintiff, Samir Said, demands judgment on the Third Count against defendant, AXA Equitable Life Insurance Company, for compensatory damages, treble damages, reasonable attorney's fees, interest and cost of suit.

### **FOURTH COUNT**

1. Plaintiff repeats each and every allegation of the First through Third Counts of the Complaint as if set forth herein verbatim.

2. Under the terms of the aforesaid insurance policy, Defendant owed a fiduciary duty to Plaintiff to handle his claim in a reasonable and timely manner and to act in good faith.

3. Despite the aforementioned duties, Defendant willfully, wantonly, unnecessarily and unreasonably refused to negotiate Plaintiff's claim; compelled litigation; violated public policy; and exposed their insured to financial, emotional and other damages.

4. The aforesaid acts by Defendant were intentional, willful and wanton in nature; were made in bad faith; violated covenants of fair dealing; and were made in disregard of the interests of Plaintiff.

**WHEREFORE**, Plaintiff, Samir Said, demands actual and punitive damages against defendant, AXA Equitable Life Insurance Company, together with interest, costs and counsel fees.

#### **FIFTH COUNT**

1. Plaintiff repeats each and every allegation of the First through Fourth Counts of the Complaint as if set forth herein verbatim.

2. The defendant has engaged in unfair trade practices involving claim settlement in failing to attempt to settle Plaintiff's claim; in not attempting in good faith to effectuate a prompt, fair and equitable settlement; and thereby compelling Plaintiff to institute and prosecute litigation to its conclusion.

3. As a direct and proximate result of Defendant's actions and inactions, Plaintiff sustained monetary damages.

**WHEREFORE**, Plaintiff, Samir Said, demands compensatory, consequential, actual and punitive damages against defendant, AXA Equitable Life Insurance Company, together with interest, costs and counsel fees.

#### **JURY DEMAND**

Plaintiff demands a trial by jury as to all issues.

#### **CERTIFICATION**



And further that pursuant to R. 4:5-1, the matter in controversy is not the subject of any other pending in any Court or of a pending arbitration proceeding and no other action or arbitration is currently being contemplated.

BY: \_\_\_\_\_

**CHARLES M. HAMMER**  
Attorney for Plaintiffs

**Dated: June 13, 2017**

Appendix XII-B1

	<b>CIVIL CASE INFORMATION STATEMENT</b> <b>(CIS)</b> Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 <b>Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c),</b> <b>if information above the black bar is not completed</b> <b>or attorney's signature is not affixed</b>		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____	
	ATTORNEY / PRO SE NAME Charles M. Hammer, Esq.		TELEPHONE NUMBER (201) 461-2327	COUNTY OF VENUE Bergen <input checked="" type="checkbox"/>
	FIRM NAME (if applicable)		DOCKET NUMBER (when available)	
	OFFICE ADDRESS Two Executive Drive, Suite 725 Fort Lee, NJ 07024		DOCUMENT TYPE Complaint	
			JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Samir Said, Plaintiff		CAPTION Samir Said v. AXA Equitable Life Insurance Company		
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known)  <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input type="checkbox"/> NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).				
ATTORNEY SIGNATURE: _____				

Side 2



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track I - 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

**Track II - 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

**Track III - 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV - Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Multicounty Litigation (Track IV)**

- |  |   |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN                  | 292 PELVIC MESH/BARD                                      |
| 274 RISPERDAL/SEROQUEL/ZYPREXA             | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL     | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 282 FOSAMAX                                | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS           | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 286 LEVAQUIN                               | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR              |
| 287 YAZ/YASMIN/OCELLA                      | 300 TALC-BASED BODY POWDERS                               |
| 289 REGLAN                                 | 601 ASBESTOS  |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA  |
| 291 PELVIC MESH/GYNECARE                   |   |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59



**CHARLES M. HAMMER**

**COUNSELLOR AT LAW**

TWO EXECUTIVE DRIVE, SUITE 725  
FORT LEE, NEW JERSEY 07024

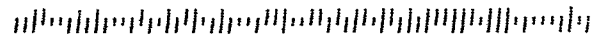


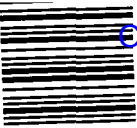
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1290 Avenue of the Americas  
New York, NY 10104

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